IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.274 OF 2005
IN
SUMMARY SUIT NO. 570 OF 2005

Ravi Steel Industries ..Plaintiffs

Vs.

Jehangir Sole Proprietor
of Zam Zam Steel Centre ..Defendant

Mr.G.B.Kedia for the plaintiffs

Mr.A.N.Nasikwalla for the defendant

**CORAM : S.U.KAMDAR, J**
**DATED : 26TH OCTOBER, 2005**

P.C.:

1. The present suit is filed for the recovery of sum of Rs.2,49,539/- covered by three invoices which are dt.16.4.03, 7.5.03 and 7.5.03 The invoices are annexed at Ex.A, B and C. Each of the invoices is mentions the delivery challan number under which the said goods are delivered. The defence of the defendant is transaction were of 2001 and in respect of which payments were made in cash. However, he states that he has not received delivery of the goods. The aforesaid contention is

based on the ground that delivery challans are not annexed. Delivery Challans are annexed to rejoinder and originals are produced. The learned counsel for defendant admits the signature on delivery challan. However, he contends that since the delivery challan mentions on the top that 'Valid for three days only'. Therefore unless it is shown that goods are delivered within 3 days, defendant is not liable . I find the defence raised is totally bogus, frivolous and moon shine. In that view of the matter, I pass the following order.

2. There shall be decree in favour of the plaintiffs and against the defendants for the sum of Rs.2,49,539/- with further Simple Interest of 12% from the date of suit till payment and or realisation. Summons for Judgment as well as Suit are disposed of accordingly. Refund of court fee as per rules. No order as to costs.